

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIONO, LLC		05/06/2015	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	ALDINE CAPITAL FUND II, L.P.		
Street Address:	30 West Monroe, Suite 710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP		
Street Address:	445 Park Avenue, 14th Floor		
Internal Address:	c/o Star Mountain Capital, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	STAR MOUNTAIN - PA SMALL BUSINESS CO-INVESTMENT PLATFORM, LP		
Street Address:	445 Park Avenue, 14th Floor		
Internal Address:	c/o Star Mountain Capital, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Star Mountain - PA Holdings I, Ltd		
Street Address:	445 Park Avenue, 14th Floor		
Internal Address:	c/o Star Mountain Capital, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	COMPANY: CAYMAN ISLANDS		

TRADEMARK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4553183	DIONO SAFETY IN STYLE
Registration Number:	4599003	SAFETY SYNERGY
Registration Number:	3262908	RADIAN
Registration Number:	3321441	SAFE STOP
Registration Number:	3556554	MONTEREY
Registration Number:	3591089	EASY VIEW
Registration Number:	3570983	CHANGE 'N GO
Registration Number:	4216614	DIONO
Registration Number:	4338494	STRATOFIX
Registration Number:	3537046	
Serial Number:	86407781	HEATBLOCK

CORRESPONDENCE DATA**Fax Number:** 2027995000***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 2027994000**Email:** alberto.zacapa@dlapiper.com**Correspondent Name:** David M. Kramer, DLA Piper LLP (US)**Address Line 1:** 500 EIGHTH STREET, NW**Address Line 4:** WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	366939-8
NAME OF SUBMITTER:	David M. Kramer
SIGNATURE:	/David M. Kramer/
DATE SIGNED:	05/07/2015

Total Attachments: 11

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THIS AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 6, 2015 AMONG DIONO INVESTMENTS, LLC, DIONO, L.L.C., THE DEBTORS THAT ARE PARTIES THERETO FROM TIME TO TIME, ALDINE CAPITAL FUND II, L.P. (AS A HOLDER OF A NOTE AND AS AGENT FOR ALL HOLDERS OF NOTES), STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP, STAR MOUNTAIN – PA SMALL BUSINESS CO-INVESTMENT PLATFORM, LP, STAR MOUNTAIN – PA HOLDINGS I, LTD. AND THE PRIVATEBANK AND TRUST COMPANY, AS SENIOR LENDER, AND EACH PARTY TO THIS AGREEMENT, BY ITS EXECUTION HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), made as of the 6th day of May, 2015 by and between DIONO, L.L.C., a Washington limited liability company ("Diono"), SKJP Holdings, LLC, a Florida limited liability company ("SKJP"), and together with Diono, each a "Grantor", ALDINE CAPITAL FUND II, L.P., a Delaware limited partnership ("Aldine"), Star Mountain Diversified Small Business Access Fund II, LP ("Star Mountain"), Star Mountain – PA Small Business Co-Investment Platform, LP ("Star Mountain – PA"), Star Mountain – PA Holdings I, Ltd ("Star Mountain-Holdings") and each of the other holders of Notes that becomes a party to the Note Purchase Agreement (as defined below) in accordance with the terms thereof (Aldine, Star Mountain, Star Mountain-PA, Star Mountain-Holdings and such other holders, collectively, the "Purchasers" and each individually, a "Purchaser").

W I T N E S S E T H

WHEREAS, each Grantor, certain affiliates of each Grantor and the Purchasers are parties to a certain Note Purchase Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and certain other Note Documents (as defined in the Note Purchase Agreement) of even date herewith (collectively, with the Note Purchase Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide for (i) the issuance and sale to the Purchasers of certain [REDACTED]; and (ii) the grant by each Grantor to the Purchasers of a security interest in certain of such Grantor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to the Purchasers, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to the Purchasers that:

(i) No material Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until all of the Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of the Purchasers, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to the Purchasers under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such

applications) now owned by Grantor. If, before all of the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed the Purchasers, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to the Purchasers prompt written notice thereof. Grantor hereby authorizes the Purchasers to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of all of the Obligations (other than contingent obligations for which no claim has been asserted) and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Purchasers of all Trademarks shall be without any liability for royalties or other related charges from the Purchasers to Grantor.

7. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

8. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of the Purchasers' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Purchasers upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officers or agents of the Purchasers as the Purchasers may select, in their sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Purchasers in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Purchasers deem to be in the best interests of the Purchasers, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that any such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations (other than contingent obligations for which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchasers under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. The Purchasers shall have, in addition to all other rights and remedies given them by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

9. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of the Purchasers, their successors, nominees and assigns.

10. Governing Law. **THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE**

STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

11. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

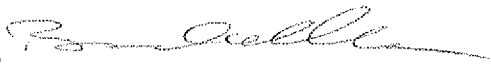
12. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Purchasers shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

13. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures Follow Immediately]

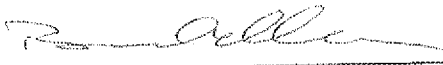
IN WITNESS WHEREOF, each Grantor has duly executed this Security Agreement as of the date first written above.

DIONO, L.L.C.

By 
Name: Brad Keller
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

SKJP HOLDINGS, LLC

By 
Name: Brad Keller
Title: President and Chief Executive Officer

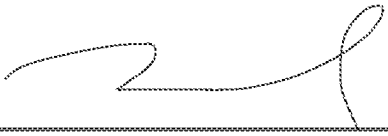
Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

ALDINE CAPITAL FUND II, L.P.

By: Aldine GP II, LLC, General Partner

By: Aldine Capital Partners, Inc., Manager

By: _____

Name: Michael J. Revord

Title: President

Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

STAR MOUNTAIN-PA SMALL BUSINESS
CO-INVESTMENT PLATFORM, LP



By: _____

Name: Brett A. Hickey

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005512 FRAME: 0117

Agreed and Accepted
As of the Date First Written Above

STAR MOUNTAIN DIVERSIFIED
SMALL BUSINESS ACCESS FUND II, LP



By: _____


Name: Brett A. Hickey

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

STAR MOUNTAIN - PA HOLDINGS I, LTD

By: 

Name: Brett A. Hickey


Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005512 FRAME: 0119

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Diono, LLC	DIONO SAFETY IN STYLE (Word mark) (Class 12)	4,553,183	6/17/2014
Diono, LLC	SAFETY SYNERGY (Word mark)(Class 12)	4,599,003	9/2/2014
Diono, LLC	RADIAN (Word mark) (Class 12)	3,262,908	7/10/2007
Diono, LLC	SAFE STOP (Word mark) (Class 12)	3,321,441	10/23/2007
Diono, LLC	MONTEREY (Word mark) (Class 12)	3,556,554	1/6/2009
Diono, LLC	EASY VIEW (Word mark) (Class 12)	3,591,089	3/17/2009
Diono, LLC	CHANGE 'N GO (Word mark) (Class 18)	3,570,983	2/10/2009
Diono, LLC	DIONO (Word mark) (Classes 12, 18, 20, 21)	4,216,614	10/2/2012
Diono, LLC	STRATOFIX (Word mark) (Class 12)	4,338,494	5/21/2013
Diono, LLC	 (Class 12)	3,537,046	11/25/2008
SKJP Holdings, LLC	MIGHTY-TITE (Class 12)	2,528,144	1/08/2002

U.S. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Diono, LLC	HEATBLOCK (Stylized) (Class 24)	86/407,781	9/26/2014